**EXHIBITB LETTER OF INTENT FORM**

Mr. Ernest Savoy, Esq.

Sr. Asst. General Counsel Contracts and Real Estate

The Harris Center Mental Health and IDD 9401 Southwest Freeway

Houston, Texas 77074

Re: Letter of Intent to purchase improved real property located at 612 Branard, Houston, Texas 77006 from Harris Center for Mental Health (the "Harris Center" or "Seller")

Dear Mr. Savoy:

The below offeror ("Offeror") submits the following offer (this "Letter") to purchase the above­ described property, as depicted and described in Exhibit A (the "Property"), pursuant to the Seller's Offer Instructions. Offeror acknowledges that, if accepted by the Seller's Board of Directors, such purchase would be subject to the following material terms, to be finalized by the parties in a written Purchase and Sale Agreement (the "Contract"), which shall be drafted by counsel for Seller and submitted to Offeror as soon as reasonably practicable after the full execution of this Letter, and to be approved by Offeror and the Seller's Board of Directors, and executed by both parties:

Each party acknowledges that, except with respect to those binding agreements specifically set forth in the portion of this Letter under the heading entitled **"Binding Agreements Relating to Proposed Transaction,"** which shall be fully enforceable and will survive the expiration or earlier termination of this Letter, this Letter is not intended to constitute a binding agreement of the parties with respect to the purchase and sale of the Property, and neither the parties to this Letter nor any of their affiliates intend to be (and shall not be) legally bound, nor shall this Letter create any obligation of any nature between them, unless and until a binding, definitive, written Contract has been negotiated, executed and delivered by both parties, and in no event will any discussions, negotiations, or other communications between the parties regarding this Letter or the terms contained herein rise to the level of an oral or written agreement. No course of conduct, act, or failure to act relating to the activities referred to in this Letter or to any negotiation of the terms of a transaction and/or proposal will give rise to or serve as the basis for any obligation or liability on the part of the parties or any of their affiliates. Subject to the foregoing limitations, it is the mutual intention and understanding of the parties that the terms and conditions of the Contract to be entered into shall include, among others, the following terms and conditions:

1. **Offeror's Legal Name, Contact Representative, Address, Telephone Number and E-mail:**
2. **Purchase Price:** The purchase price ("Purchase Price") will be

$ , in good and current funds, payable to Seller at Closing, and there shall be no financing contingencies related to the purchase of the Property.

1. **Title Company:** The Title Company for this sale will be: Charter Title Company.
2. **Earnest Money Deposit:** Offeror has submitted a check herewith in the amount of **$10,000.00** payable to Title Company, as Earnest Money.
3. **Survey and Verifications:** Within 20 days after Contract execution, Seller shall provide an existing survey of the Property (the "Existing Survey"). If a new survey is required by Offeror, Offeror's lender or the Title Company, Offeror may complete a new survey at Offeror's expense. Offeror shall provide Seller and the Title Company with a copy of any such new survey.
4. **Title Commitment and Title Policy:** Within 15 days after Contract execution, Seller shall, at Seller's expense, cause the Title Company to provide a title commitment to the Offeror (the "Title Commitment"). At the closing, Seller, at Seller's cost and expense, shall provide Offeror with an owner policy of title insurance (the ''Title Policy"), specifically excluding, however, the additional premium for the modification of the "survey exception" and/or any endorsements to the Title Policy requested by Offeror, and further excluding the cost of any lender policy of title insurance issued to Offeror's lender, all of which shall be Offeror's expense.
5. **Review Period:** Offeror shall be allowed a period of 15 days after receipt of both the Existing Survey and Title Commitment to make written objections to matters affecting title. However, Seller shall have no obligation to cure or otherwise remove any encumbrances to title or to satisfy any of Offeror's title objections.
6. **Feasibility Period:** To allow Offeror sufficient time to perform the necessary studies, inspections, and assessments related to the Property, Seller shall grant to Offeror a period of 45 days following the effective Contract date (the “Feasibility Period”) to conduct such studies, inspections, and assessments (however, notwithstanding anything herein to the contrary, Offeror shall not be permitted to perform any invasive testing of any of the Property (including, without limitation, Phase II environmental testing), without specific additional written authorization from Seller, which authorization may be withheld in the exercise of Seller's sole discretion). Prior to the expiration of the Feasibility Period the Offeror may to terminate the Contract for any reason by providing written notice of such termination to the Seller. Upon such termination, the Offeror

would receive a full refund of the Earnest Money Deposit, less independent consideration of

$500.00 for such option.

1. **Closing and Closing Costs:** Closing of the transaction would take place 30 days after expiration of the Feasibility Period, unless otherwise agreed to by the Parties. Title to the Property shall be conveyed to Offeror via special warranty deed at Closing. Seller shall pay the fees of any counsel representing it in connection with the transaction, the basic premium for the Title Policy,½ of the fees for recording the special warranty deed and any other instruments used to convey the Property from Seller to Offeror and ½ of any escrow fees charged by the Title Company in connection with the transaction. Offeror shall pay the fees of any counsel representing it in connection with the transaction, the additional premiums charged by the Title Company in connection with the modification of the "survey exception" and/or any endorsements to the Title Policy requested by Offeror and the cost of any lender policy of title insurance issued to Offeror's lender, ½ of the fees for recording the deed and any other instruments used to convey the Property from Seller to Offeror, and ½ of any escrow fees charged by the Title Company in connection with the transaction. Real property taxes and assessments concerning the Property shall not be prorated for the year of Closing, and Offeror shall assume the payment of all such taxes for the year of Closing and for subsequent years, provided that Seller shall be liable for any unpaid real property taxes and assessments for calendar years prior to the date of Closing, to the extent applicable. However, if because of the sale or the change of use of the Property, or any part thereof, after the Closing, additional taxes are or shall be imposed by any taxing authorities with respect to any period, whether prior to or after the Closing (including, without limitation, any so-called "rollback" taxes), Offeror, or its successors, shall be solely responsible for, and shall pay such additional taxes when they become due and payable, and Seller shall have no liability or responsibility for such additional taxes.

I 0. **Brokerage Commission.** The Contract shall provide that, at Closing, and only in the event of Closing, the Seller will pay ARVO Realty Advisors (collectively, "Seller's Broker") a commission pursuant to a separate written commission agreement. Offeror may be represented by a broker and Offeror's cooperating broker ("Offeror's Broker"). Seller is willing to negotiate and pay concessions towards buyer’s closing costs. The Contract shall provide that each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder (other than the Seller's Broker or Offeror's Broker) by, through or on account of any acts of said party or its representatives, said party will indemnify and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith.

1. **Assignment.** Offeror shall not have the right to assign its rights under this Letter or the Contract without the prior written consent of Seller which may be withheld in Seller's sole discretion, and any attempt to so without such prior written consent having first been obtained shall be void.

**THIS SALE SHALL BE AN "AS-IS WHERE-IS" SALE, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY (INCLUDING THE LAND OR ANY IMPROVEMENTS THEREON), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL CONDITIONS THEREOF. IN THE CONTRACT, OFFEROR WILL WAIVE ANY AND ALL WARRANTIES EXPRESS OR IMPLIED, AND THE CONTRACT WILL CONTAIN A MORE EXPANSIVE AND DETAILED PROVISION REGARDING THE MATTERS REFERENCED IN THIS SECTION. WITHOUT LIMITING THE FOREGOING, THE CONTRACT SHALL CONTAIN PROVISIONS WHEREBY OFFEROR UNCONDITIONALLY RELEASESSELLER FROM ANY AND ALL LIABILITY OR OBLIGATION ARISING OUT OF THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL OR ENVIRONMENTAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, AND OTHER SIMILAR MATTERS.**

1. **THE SALE SHALL BE SUBJECT TO ALL MATTERS OF RECORD, ALL MATTERS A SURVEY OF THE PROPERTY WOULD REVEAL, AND OTHER EXCEPTIONS IDENTIFIED IN THE TITLE COMMITMENT, AS THE SAME MAY BE UPDATED PRIOR TO THE CLOSING OF THE SALE.**

**13. Binding Agreements Relating to Proposed Transaction.** Notwithstanding anything to the contrary contained in this Letter, the below terms of this Letter shall be fully enforceable as of the effective date of this Letter, and will survive the expiration or earlier termination of this Letter:

1. Seller agrees that, to the extent permitted by applicable law, it shall not enter into negotiations with any other prospective purchasers during the term of this Letter.

2 Each party will pay its own expenses related to this Letter and the Contract.

3. If applicable, that certain Pre-negotiation Confidentiality Agreement between Seller and Offeror shall remain binding upon the parties notwithstanding the execution of this Letter.

# EXCEPT AS EXPRESSLY PROVIDED ABOVE, THIS LETTER IS MERELY A STATEMENT OF INTENT AND IS NOT INTENDED TO BE AND SHALL UNDER NO CIRCUMSTANCES BE CONSTRUED AS CONTRACTUALLY BINDING ON ANY PARTY AND IS SUBJECT TO THE EXECUTION OF A DEFINITIVE CONTRACT.

Signature of Authorized Representative of Offeror Printed Name and Title

Date

# AGREED TO AND ACCEPTED BY SELLER

this\_ day of \_,2025, which shall be deemed the effective date of this Letter.

# HARRIS CENTER FOR MENTAL HEALTH

By: \_

Name: \_ Title: \_